



ADMN

**Purchase Voucher**

Agency: 529

Health and Human Services Commission

Voucher Number: 01281964**USAS Doc Number:****Payee Name / Address:**

TEXAS PREGNANCY CARE NETWORK
STE K250
1101 S CAPITAL OF TEXAS HWY
WEST LAKE HILLS, TX 78746-6445

TCode: AP-225-STD**Origin: ONL**

Payee ID/Check/Mail: 1760802397/8/000

Freight Amount: 0.00

Gross Amount (includes Frt.): 762,500.00

Discount Amt Taken: 0.00

Payment Amount: **762,500.00****FOLD HERE**

Line	PO ID	PCC	RTI	Invoice ID	Invoice Description	Amount
1	0000106713 0			TPCN-1	Fulfill the terms of contract TPCN-1	762,500.00
ShipTo ID						
1326						
Contract#						
529-16-0004-00001						
Org PmtDt						
IC RC						
Invoice DT: 09/06/2017 Req'd Pay DT:						
Inv Recv'd DT: 09/27/2017 Pay Due DT: 10/30/2017						
Service DT: 09/30/2017 PO DT: 09/01/2017						
1.1	Account	Entry	Event	Fund	Dept	Program
	725300			0001	716	5016
						03138
						2018
						TANF100F
Open Item Key:						Conf: N
						Certified Amt: 0.00

Descriptive Legal Text (DLT Comments):

I approved this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. The payment complies with the General Appropriations Act.

Approved By**Approver Phone(Area+Number)****Date Approved****Date Entered into HHSAS****Approved By****Approver Phone(Area+Number)****Date Approved**

Gonzalez, Maria

Entered By**Contact Name****Contact Phone(Area+Number)**

OCT 25 2017

10/16/2017

01281964



Texas Pregnancy Care Network (TPCN)

INVOICE

Billing Office:

Texas Pregnancy Care Network (TPCN)
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Billing Address:

Leroy Torres
Office of Women's Health and Educational Services
Moreton Bldg. Room 342, Mail Code 1326
1100 W. 49th Street
Austin, TX 78756
Submitted via Email to: whsfinance@hhsc.state.tx.us

Remittance Address:

Texas Pregnancy Care Network
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Taxpayer ID No. 76-0802397

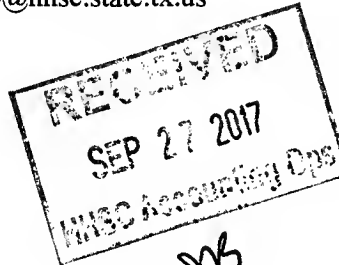
Amounts due may be remitted
by Electronic Funds

To: Business Bank of Texas, N.A.
1910 W. Braker Ln
Building 3, Suite 100
Austin, TX 78758

Routing No. 114925615

Account:

Texas Pregnancy Care Network
1005126



Invoice Number: TPCN-1

Invoice Date: September 6, 2017

Due Date: September 30, 2017

For Professional Services Rendered:**RE:**

Contract Number: 529-16-0004-00001-B

TPCN is submitting this invoice according to the terms of Section VIII of the Amended Contract between TPCN and HHSC executed on or about August 31, 2017 (attached).

Payment 1: Project Admin; Statewide Information, Outreach, Education & Referral Programs & Services and Client Services

Due Date: September 30, 2017

\$762,500.00

Amount Due

\$762,500.00

each month in which Services were provided. Upon HHSC's request, TPCN will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry, or audit by HHSC or any other responsible authority.

3. Reconciliation

- a. At a minimum, HHSC will perform a quarterly reconciliation of the payments made by HHSC during the HHSC-defined period of review and TPCN's actual expenses for Services performed under the Contract during that time. TPCN shall provide HHSC with any requested documentation regarding TPCN's actual expenditures within two (2) business days from the date HHSC requests such documentation.
- b. In the event TPCN's actual costs are less than the total payments made during the period of review, TPCN shall reimburse HHSC the total amount of overpayment made by HHSC within five (5) business days from the date HHSC notifies TPCN of the overpayment.
- c. In no event shall TPCN be entitled to additional funds if TPCN's actual expenses exceed the amounts paid by HHSC.
- d. This provision does not prevent HHSC from seeking any other remedies expressly provided for in the Contract resulting from overpayments.
- e. This provision will survive the expiration of the Amendment and the Parties will ensure that the not-to-exceed amount of the Amendment is subject to reconciliation."

B. The second paragraph of this section is modified by adding a "B." at the start of the paragraph.

C. The payment schedule contained in the Contract is deleted in its entirety and replaced with the following:

C. Payment Schedule:

Payment No.	Description	Payment Due Date	Amount
1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 30, 2017	\$762,500.00
2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 31, 2017	\$762,500.00
3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 30, 2017	\$762,500.00
4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 31, 2017	\$762,500.00
5	Project Admin, Statewide Information,	January 31, 2018	\$762,500.00

	Outreach, Education & Referral Programs & Services and Client Services		
6	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	February 28, 2018	\$762,500.00

- D. The first paragraph after the payment schedule in the Contract, prior to this Amendment, is modified by adding a "D." at the start of the paragraph.
- F. The last two paragraphs of Section VIII in the Contract, prior to this Amendment, are modified by adding an "E." at the start of the second-to-last paragraph and a "F." at the start of the last paragraph.
6. SECTION X of the Contract, CONTRACT REPRESENTATIVES, is hereby modified by deleting the information pertaining to HHSC and replacing it with the following:

HHSC

Anne Basa
Health and Human Services Commission
1100 W. 49th Street
Mail Code 0224
Austin, TX 78751
Tel: (512) 776-6302
Email: Anne.Basa@hhsc.state.tx.us

7. SECTION XI of the Contract, LEGAL NOTICES, is hereby modified by deleting "Chris Traylor" under the portion pertaining to HHSC and replacing it with "Charles Smith".
8. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Health and Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms	Ship Via	Purchase Order	HHSTX-8-0000106713
	Prepaid & Allow	BEST WAY	Date	Revision
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			09/01/17	Page 1
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Ship To:	1326 - Austin: 1100 W 49th St HEALTH & HUMAN SERVICES COMMISSION 1100 W 49th St PO Box 149347 Ste M550 Austin TX 78756 United States

Vendor: 17608023978
TEXAS PREGNANCY CARE NETWORK
STE K250
1101 S CAPITAL OF TEXAS HWY
WEST LAKE HILLS TX 787466445
United States

BILL To: Invoice-HHSC Accounting
HEALTH & HUMAN SERVICES COMMISSION
4900 N Lamar Blvd
Austin TX 78751
United States

Fax: 512/424-6901
Email: HHSC_AP@hhsc.state.tx.us

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	Purchaser:	Marshall, Carol	512/406-2476
					PO Price	Extended Amt	Due Date

- a. chap. 531, Chapter 2165.144 TGC, as amended, and any administrative rules adopted thereunder;
b. 1 T.A.C. Chapt. 391;
c. General Appropriations Act, Senate Bill 1, 79th Legislature, Reg Session, 2005, Section 50 of the Special Provisions Relating to all Health and Human Services Agencies; and
d. Any other pertinent provisions of federal or state law.

Contract Manager - Andrea.Costley@hhsc.state.tx.us
Phone - 512-206-5624
Final Destination Customer - Andrea.Costley@hhsc.state.tx.us
Phone - 512-206-5624
Agency Contact - Beth.Zahn@hhsc.state.tx.us
Phone - 512-206-5624
HHSC Purchaser: Carol Marshall, CTPM-carol.marshall2@hhsc.state.tx.us
Phone: 512-406-2476

Justification/Comments: This contract is for the program and administration of the Alternative to Abortion - a statewide program for females focused on pregnancy support services that promote childbirth.

Contract Number: 529-16-0004-00001
TIN: 17608023978
Service Dates: 09/1/2016-09/31/2017

Total contract amount is \$9,150,000.00 - not to exceed \$782,500.00 per month for the months of September 1, 2016- August 31, 2017

1-1	Fulfill the terms of contract number: 529-16-0004-00001B. From:09/01/17 through 08/31/18. For the program and administration of the Alternative to Abortion-a statewide program.	948-48	1.00	9150000.00000	\$9,150,000.00	08/31/2018
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Schedule Total \$9,150,000.00

Item Total for Line 1 \$9,150,000.00

Total PO Amount \$9,150,000.00

Health and Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms Prepaid & Allow	Ship Via BEST WAY	Purchase Order	HHSTX-8-0000106713
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			Date 09/01/17	Revision Page 2
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Ship To:	1326 - Austin: 1100 W 49th St HEALTH & HUMAN SERVICES COMMISSION 1100 W 49th St PO Box 149347 Ste M550 Austin TX 78756 United States

Vendor: 1760802397 8
TEXAS PREGNANCY CARE NETWORK
STE K250
1101 S CAPITAL OF TEXAS HWY
WEST LAKE HILLS TX 787466445
United States

Bill To: Invoice-HHSC Accounting
HEALTH & HUMAN SERVICES COMMISSION
4900 N Lamar Blvd
Austin TX 78751
United States

Fax: 512/424-6901
Email: HHSC_AP@hhsc.state.tx.us

Purchaser: Marshall, Carol 512/406-2476

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
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No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Over shipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.

Authorized By

Carol Marshall, CTPM 09/20/2017